

May 10, 2005 AGENDA REPORTS

Agenda Item No. 5a

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0434

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Storm Water Drain in Rivendale Addition
(north of 55th St. South, west of Hydraulic) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner, representing 100% of the improvement district.

Analysis: The project will provide drainage improvements to a new residential development located north of 55th St. South, west of Hydraulic.

Financial Considerations: The Petition totals \$182,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

Agenda Item No. 5b

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0435

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer to serve part of The Plaza at Cherry Creek Hills Addition (east of Rock, south of Pawnee) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner, representing 100% of the improvement district.

Analysis: The project will provide sanitary sewer service to an undeveloped commercial tract located east of Rock, south of Pawnee.

Financial Considerations: The Petition totals \$22,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

Agenda Item No. 5c

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0436

TO: Mayor and City Council Members

SUBJECT: Petitions for Paving, Traffic Signal, Drainage and Water Improvements in the Waterfront Addition (north of 13th, east of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: On February 11, 2003, March 25, 2003, and June 17, 2003, the City Council approved paving, traffic signal, drainage and water improvements for the Waterfront Addition. The developer has submitted new Petitions to update the improvement districts to reflect recent platting activity. The signature on the new Petitions represents 100% of the improvement districts.

Analysis: The projects will serve new commercial developments located north of 13th, east of Webb.

Financial Considerations: The project budgets are unchanged.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petitions and adopt the Resolutions.

Agenda Item No. 5d

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0437

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer to serve part of Santa Fe Orient Industrial District 3rd Addition (south of Harry, east of Meridian) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner, representing 100% of the improvement district.

Analysis: The project will provide sanitary sewer service for two vacant industrial tracts located south of Harry, east of Meridian.

Financial Considerations: The Petition totals \$36,727. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

Agenda Item No. 8a

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0438

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Firefly Drive and Azure Lane in Whistling Walk Estates Additions (south of 13th, west of 119th Street West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the paving improvements for Whistling Walk Estates Additions on October 19, 2004. The Staff Screening & Selection Committee selected Baughman for the design on November 18, 2004. On December 21, 2004, the City entered into an Agreement with Baughman Company, P.A. for designing the paving improvements Whistling Walk Estate Additions for a fee of \$32,500.

Analysis: The City Council approved the water distribution system and sewer improvements in Whistling Walk Estates Addition on May 3, 2005. Baughman has been asked also to include the sewer and water improvements to their existing paving improvements. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$23,110, and will be paid by special assessments.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 21, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 21, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in FIREFLY DRIVE & AZURE LANE (south of 13th, west of 19th Street West) (Project No. 472 84111).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

WATER DISTRIBUTION SYSTEM NO. 448 90071 serving Lots 1 through 8 inclusive, Block A; Lots 1 through 8 inclusive, Block B; Lot 9, Block B except for Floodway; Lots 1 & 2, Block C except for Floodway; Lot 3, Block C; Lots 4 & 5, Block C except for Floodway, Whistling Walk Estates; Lot 1 except for Floodway; Lots 2 through 5 inclusive; Lots 6 & 7 except for Floodway, Whistling Walk Estates 2nd Addition; Lots 1 & 2, Block A except for Floodway and except that part deeded to the City, Whistling Walk Estates 3rd Addition; Lots 1, 2 & 3, Block 1 except for Floodway; Lot 4, Block 1, Whistling Walk Estates 4th Addition (south of 13th, west of 119th Street West) (Project No. 448 90071).

LATERAL 6, MAIN 4, NORTHWEST INTERCEPTOR SEWER 90071 serving Lots 1 through 8 inclusive, Block A; Lots 1 through 8 inclusive, Block B; Lot 9, Block B except for Floodway; Lots 1 & 2, Block C except for Floodway; Lot 3, Block C; Lots 4 & 5, Block C except for Floodway, Whistling Walk Estates; Lot 1 except for Floodway; Lots 2 through 5 inclusive; Lots 6 & 7 except for Floodway, Whistling Walk Estates 2nd Addition; Lots 1 & 2, Block A except for Floodway and except that part deeded to the City, Whistling Walk Estates 3rd Addition; Lot 1, Block 1 except for Floodway, Whistling Walk Estates 4th Addition (south of 13th, west of 119th Street West) (Project No. 468 84005).

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

448 90071	\$ 9,860.00
468 84005	\$13,250.00
Total	\$23,110.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

N. Brent Wooten, President

ATTEST:

Agenda Item No. 8b

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0439

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and
Staking in Southern Ridge 2nd Addition (south of Pawnee, west of
Maize) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the storm water drainage and paving improvements in Southern Ridge 2nd Addition on September 14, 2004. On February 15, 2005 the City approved an Agreement with Baughman Company, Inc. to design the improvements. The Design Agreement with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and Baughman provides for construction engineering and staking for the improvements. Due to the

current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$45,030, and will be paid by special assessments.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 15, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated February 15, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in SOUTHERN RIDGE ADDITION (south of Pawnee, west of Maize).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING AND CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

STORM WATER SEWER NO. 610 serving Lots 1 through 57, Block A; Lots 1 through 18, Block B; Lots 1 through 33, Block C; Lots 1 and 2, Block D, Southern Ridge 2nd Addition (south of Pawnee, west of Maize) (Project No. 468 83894).

LARK from the east line of the plat, south to the north line of Hadden, on LARK from the south line of Hadden, south to the south line of the plat, on HADDEN from the east line of Lark, east to the east line of the plat, on FIELDCREST STREET from the west line of Lark, west to the west line of Lot 21, Block A. ATLANTA CIRCLE from the west line of Lark, west to and including the cul-de-sac, and on HADDEN CIRCLE from the west line of Hadden, west to and including the cul-de-sac. Sidewalk be constructed on Lark, Fieldcrest Street, and Hadden, (south of Pawnee, west of Maize) (Project No. 472 84097).

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 83894	\$21,940.00
472 84097	\$23,090.00
Total	\$45,030.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Schofield, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

N. Brent Wooten, President

ATTEST:

Agenda Item No. 8c

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0440

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreements for Construction Engineering and
Staking in Auburn Hills 15th Addition (west of 135th Street West,
north of Kellogg) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreements.

Background: The City Council approved the storm water drainage improvements in Auburn Hills 15th on January 6, 2004 and the water distribution system, sanitary sewer and paving improvements on March 1, 2005. On March 16, 2004 and March 22, 2005 the City approved Agreements with Baughman Company, P.A. to design the

improvements. The Design Agreements with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreements between the City and Baughman provides for construction engineering and staking for the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$45,383, and will be paid by special assessments.

Legal Considerations: The Supplemental Agreements has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreements and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 16, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated March 16, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in AUBURN HILLS 15TH ADDITION (west of 135th Street West, north of Kellogg).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING AND CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

STORM WATER DRAIN NO. 223 serving Lots 1 through 4, Block A; Lots 1 through 51, Block B; Lots 1 through 15, Block C; Lots 1 through 13, Block D, Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (Project No. 468 83759).

As-built of all areas included in the project mass grading plan will be the responsibility of the consultant and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. Consultant will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 83759	\$12,970.00
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C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 22, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated March 22, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in AUBURN HILLS 15TH ADDITION (west of 135th Street West, north of Kellogg).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

WATER DISTRIBUTION SYSTEM NUMBER 448 89911 serving Lots 43 through 50, Block B; Lots 10 through 13, Block D, Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (Project No. 448 89911).

WATER DISTRIBUTION SYSTEM NUMBER 448 90036 serving Lots 51, Block B, Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (Project No. 448 90036).

LATERAL 10, MAIN 2, COWSKIN INTERCEPTOR SEWER serving Lots 13 through 36, Lots 43 through 50, Block B; Lots 10 through 13, Block D, Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (Project No. 468 83758).

LATERAL 11, MAIN 2, COWSKIN INTERCEPTOR SEWER serving Lot 51, Block B, Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (Project No. 468 83948).

AUBURN HILLS from the south line of Lot 49, Block B, north to the south line of Lot 42, Block B, AUBURN HILLS COURT from the north line of Auburn Hills, to and including the cul-de-sac (Lots 10 through 13, Block D), AUBURN HILLS COURT from the south line of Auburn Hills to and including the cul-de-sac (Lots 43 through 50, Block B) and a sidewalk along one side of Auburn Hills (west of 135th Street West, north of Kellogg) (Project No. 472 83931).

AUBURN HILLS from the south line of Lot 49, Block B, south to the south line of the plat (west of 135th Street West, north of Kellogg) (Project No. 472 84146).

As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

Project No. 448 89911	\$ 4,875.00
Project No. 448 90036	\$ 831.00
Project No. 468 83758	\$ 8,880.00
Project No. 468 83948	\$ 997.00
Project No. 472 83931	\$ 12,770.00
Project No. 472 84146	\$ 4,060.00
TOTAL	\$ 32,413.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

Agenda Item No. 9a

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0441

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Shoal Creek 3rd Addition (west of 143rd Street East, south of Central) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system and paving improvements in Shoal Creek 3rd Addition on March 24, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water distribution system and paving in Shoal Creek 3rd Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$10,400, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

SHOAL CREEK 3RD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 89998 serving Lots 1 through 10, Block A; and Lots 1 through 5, Block B, Shoal Creek 3rd Addition (west of 143rd Street East, south of Central) (Project No. 448 89998).

HAWTHORNE STREET from the south line of Lot 13, Block A, north to and including the Hawthorne Court and continuing south to the north line of Siefkes (west of 143rd Street East, south of Central) (Project No. 472 84085).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Shoal Creek 3rd Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and

subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$1,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in

writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 89998	\$ 3,400.00
Project No. 472 84085	\$ 7,000.00
Total	\$10,400.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action

which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

CITY OF WICHITA

George R. Kolb, City Manager

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

“EXHIBT “A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 78, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy

diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by May 30, 2005.
(Project No. 448 89998).

b. Plan Development for the paving improvements by June 13, 2005.
(Project No. 472 84085).

Agenda Item No. 9b

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0442

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Northwest YMCA Addition
(north of 21st, west of 135th Street West)(District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system and sanitary sewer improvements in Northwest YMCA Addition on February 15, 2005.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, P.A. (MKEC) provides for the design of bond financed improvements consisting of water distribution system and sanitary sewer in Northwest YMCA Addition. Per Administrative Regulation 7a, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$35,100, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

NORTHWEST YMCA ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF

WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90043 serving Lots 1 and 2, Block 1, Northwest YMCA Addition (north of 21st, west of 135th Street West) (Project No. 448 90043).

WATER DISTRIBUTION SYSTEM NO. 448 90044 serving Lots 1 and 2, Block 1, Northwest YMCA Addition (north of 21st, west of 135th Street West) (Project NO. 448 90044).

LATERAL 1, MAIN 10, NORTHWEST INTERCEPTOR SEWER serving Lots 1 and 2, Block 1, Northwest YMCA Addition (north of 21st, west of 135th Street West) (Project No. 468 83957).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Northwest YMCA Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90043	\$23,500.00
Project No. 448 90044	\$ 6,400.00
Project No. 468 83957	\$ 5,200.00
TOTAL	\$35,100.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

IV. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely

postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

COUNCIL

BY ACTION OF THE CITY

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.

3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
6. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by 120 days from notice to proceed.
(Project No. 448 90043).
 - b. Plan Development for the water improvements by 120 days from notice to proceed.
(Project No. 448 90044).
 - c. Plan Development for the sewer improvements by 120 days from notice to proceed.

(Project No. 468 83657).

Agenda Item No. 10a

CITY OF WICHITA
City Council Meeting
May 10, 2005

Agenda Report No. 05-0443

TO: Mayor and City Council Members

SUBJECT: Acquisition of 3509 East Kinkaid for the Dry Creek Basin Property
Acquisition Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: There have been several, flooding incidents along the Dry Creek basin in East Wichita. As a result of this, the City Council approved a voluntary property acquisition program. The program calls for the acquisition of up to 16 residential properties that have habitable floors that are below the one hundred year flood elevation. One such property is 3509 East Kinkaid, which is owned by Mr. & Mrs. Bill Gordon. The site contains 12,290 square feet and is improved with a 2,585 square foot tri-level, contemporary, wood frame residence.

Analysis: The city had the property appraised in February 2005. The appraised value of \$160,000 was offered to the owner. The owner has agreed to sell the property for this amount. The improvements will be removed and the site maintained as open space.

Financial Considerations: A budget of \$165,000 is requested. This includes \$160,000 for the acquisition, \$4,250 for demolition and \$750 for closing costs and title insurance. The funding source is the Storm Water Utility.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract; 3) Authorize the Mayor to sign the necessary documents.

Agenda Item No. 10b

CITY OF WICHITA
City Council Meeting
May 10, 2005

Agenda Report No. 05-0444

TO: Mayor and City Council Members

SUBJECT: Acquisition of 3916 East Mt. Vernon for the Dry Creek Basin
Property Acquisition Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: There have been several, flooding incidents along the Dry Creek basin in East Wichita. As a result of this, the City Council approved a voluntary property acquisition program. The program calls for the acquisition of up to 16 residential properties that have habitable floors and are below the one hundred year flood elevation. One such property is 3916 East Mt. Vernon. It is owned and occupied by Joseph and Ruth Evans. The site contains 7,823 square feet and is improved with a six bedroom 1,136 square foot, ranch style residence.

Analysis: The city had the property appraised in March 2005. The appraised value of \$90,000 was offered to the owner. The owner has agreed to sell the property for this amount. The improvements will be removed and the site maintained as open space.

Financial Considerations: A budget of \$96,000 is requested. This includes \$90,000 for the acquisition, \$5,250 for demolition and \$750 for closing costs and title insurance. The funding source is the Storm Water Utility.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract and 2) Authorize all necessary signatures.

Agenda Item No. 10c

CITY OF WICHITA
City Council Meeting
May 10, 2005

Agenda Report No. 05-0445

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land and Easements for the North Area
Sewer Sanitary Line Near Meridian and 53rd Street North (District
VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition and easements.

Background: On October 21, 2003, the City Council approved the construction, extension of a vacuum sanitary sewer line and pump lift station to provide service to newly developing areas in north Wichita. This project requires the acquisition of utility easements on 10 tracts of land for permanent easements and a lift pump station, utility easements to the facility and temporary construction easements on property owned by multiple landowners.

Analysis: One of the tracts we are seeking to acquire presently contains 40.4 acres or approximately 1,759,824 square feet. The permanent utility easement encompasses a 40'x85' site in the northeast corner of the property which is approximately 3,420 square feet. The temporary construction easement will impact 10,148 square feet only during construction. The property owner has agreed to provide the necessary easements to the City for \$600. This equates to \$.17 per square foot for the permanent easement.

Financial Considerations: A budget of \$800 is requested. This includes \$600 for the acquisition and \$200 for title work, closing costs, etc. The funding source is the sewer utility.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract, Utility Easements and Temporary Easement; and 3) Authorize the Mayor to sign the necessary documents.

Agenda Item No. 10d

CITY OF WICHITA
City Council Meeting
May 10, 2005

Agenda Report No. 05-0446

TO: Mayor and City Council Members

SUBJECT: Acquisition of 2347 South Pattie for Pawnee Widening
Improvement Project from Washington to Hydraulic (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 21, 2003, the City Council approved the improvement and widening of Pawnee from Washington to Hydraulic. The project will require the acquisition of several parcels of land and easements. One of the required acquisitions is a 816 square foot single-family residence at 2347 South Pattie. The property has 2 bedrooms and 1 bath and is frame construction. The property is owner-occupied.

Analysis: The property was appraised at \$57,000. This amount was offered to the owners and the land owners countered at \$68,400. Their figure was based on an appraisal prepared by a certified appraiser. The owner will be relocated, the improvements will be removed and the site utilized for widening Pawnee, placement of the sidewalk and landscaping.

Financial Considerations: The funding source for the project is General Obligation bonds and Federal monies. A budget of \$97,400 is requested. This includes \$68,400 for the acquisition, \$5,000 for demolition, \$23,000 for relocation and \$1,000 for title work and closing costs.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the budget and authorize all necessary signatures.

Agenda Item No. 10e

CITY OF WICHITA
City Council Meeting
May 10, 2005

Agenda Report No. 05-0447

TO: Mayor and City Council Members

SUBJECT: Acquisition of Pump Station Site; (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: It has been determined that a booster pump station is required to improve water pressure in the far west part of Wichita. A review of system requirements indicated that a location near Maple between 135th and 151st West would be optimum. A site was located on the north side of Maple in the 14500 block. The site is currently undeveloped. It is immediately west of a platted residential subdivision. The owner of the site is also the developer of the subdivision.

Analysis: The developer has agreed to dedicate the site to the City. The City will work with the developer on landscaping and access. As the subdivision is developed, the City will modify the improvements to coordinate with the subdivision design.

Financial Considerations: Design, landscaping and construction costs are provided for in the project budget.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the contract and authorize necessary signatures.

Agenda Item No. 11

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0448

TO: Mayor and City Council
SUBJECT: Master Series Server Replacement

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the purchase of hardware and software from Master Series, Inc., as the sole source of migration services, and authorize the necessary signatures.

Background: Master Series is the Asset Management system utilized by the Water & Sewer Department to store infrastructure asset inventory information, generate work orders and maintain work history. The current system has been in place since 1999 without a hardware upgrade.

Analysis: To insure that the Asset Management system will remain sustainable in the long-term and to acquire new functionality, it is necessary to replace the existing hardware and upgrade the system.

Master Series, Inc. is the sole source for this required upgrade assistance. Functions to be gained by upgrading the hardware and software are:

- SQL Server based RDBMS
- Streamline of RDBMS support
- Improved system performance
- Increased GIS data integration
- Enhanced-Base Master Series functionality

The IT/IS Advisory Board has approved Staff's recommendation.

Financial Considerations: The cost for the database migration with Master Series is \$6,900 (attachment A). The cost for the server replacement and purchase of SQL*Server RDBMS is \$22,331 (attachment B) for a combined total of \$29,231. Adequate funding is available in the 2005 Water & Sewer operating budget.

Legal Considerations: Purchase Ordinance No. 35-856, Section 2(b) provides for the purchase of equipment and supplies from sole sources without advertising for bids. The purchase will be made from Master Series, Incorporated. The Contract will be reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the purchase of hardware and software; 2) approve Master Series as the sole source of services for the migration; and 3) authorize the necessary signatures.

Attachment A:

GBA Master Series, Inc. (GBAMS)
City of Wichita, KS (City)
Quote #80926-Revised Page 1 of 1 February 9, 2005

SCOPE OF SERVICES

GBAMS will assist the City with combining the Water & Sewer department and the Public Works department onto the same server and migrating their existing GBAMS software from the Oracle database to the SQL Server database and from version 6.70 to version 6.71 (when available) following the steps outlined below.

1. Upgrade the Public Works Department to version 6.70 (included in Annual Support & Maintenance Package)
2. Migrate the City from Oracle 6.70 to SQL 6.70 in the testing environment and bring over the Public Works Department data as well
3. Migrate the City from Oracle 6.70 to SQL 6.70 in the production environment
4. Upgrade from SQL 6.70 to SQL 6.71 in the testing environment (included in Annual Support & Maintenance Package)

5. Upgrade from SQL 6.70 to SQL 6.71 in the production environment (included in Annual Support & Maintenance Package)

All of these services will be performed from GBAMS Overland Park, KS office remotely via WebEx.

The fee for these services will be \$6,900 and will be billed upon completion.
Purchase Terms (as applicable)

1. Above quoted prices are good for sixty (60) days from date of quote.
2. Above prices are in U.S. dollars. Taxes not included.
3. Invoice terms are net due upon receipt. Finance charges at the maximum allowable rate will be incurred 30 days from invoice date.
4. Shipping and Handling is included.

Attachment B:

Masterseries Replacement Blade Servers	Qty	Each	IT/IS Infrastructure overhead
Extended price			
Production server			
Blade Server (PRIMARY) with two 3.2 GHZ processors, 2 x 36 Gb U320 SCSI drives, 4 GB of DDR2 Memory, Fibre Channel HBA and No O/S	1	\$4,682.51	
\$5,115.49		\$9,798.00	

Software and Accessories - Disk drives /Cables/Software				
149GB 15K Fibre Channel-2 Hard Drive for CX300 from Dell Manufacturing	6			
\$675.00	5 incl in overhead	\$675.00		
Power Path ENT Windows	2	\$0.00	Incl in overhead	\$0.00
10M Multi-Mode FC Cable LC-LC	2	\$90.00		\$180.00
HBA Utility CD,WIN Attach Customer Install	2	\$0.00	Incl in overhead	
\$0.00				
Hardware TOTAL		\$10,653.00		
Operating System & RDBMS and Accessories				
MS Windows 2K3 Standard Server	1	\$816.00		\$816.00
MSSQL 1 processor license	2	\$5,431.00		\$10,862.00
Tivoli node Backup client licenses are available	2			\$0.00
Anti-virus Licenses are available	1		\$0.00	
Total		\$22,331.00		

Agenda Item No. 12

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0449

TO: Mayor and City Council

SUBJECT: Donation from Dillon's/Milk-Bone and Others for the Purchase of a Narcotics Detection Dog

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve acceptance of donations.

Background: The Police Department began researching the acquisition of another drug-detecting dog for Field Services during the beginning of 2005. Police found that during regular work shifts, street officers could utilize a drug-detecting dog on a daily basis. Upon learning about various aspects and requirements of the purchase of a dog and handler's training, the Police sought and obtained donations from several companies. A \$5,000 grant has been offered from the Milk-Bone, as well as \$1,500 from the Dillon's company to be used to purchase the dog itself. Police has also received donations of cash, veterinary care, a kennel for the officer's home, and dog food.

Analysis: The Police Department has identified a need for an additional drug-detecting dog that could assist the Department's Special Community Action Teams (SCAT) and patrol officers with car stops to better address neighborhood drug complaints. Currently, the only drug-detecting dogs used by the Department are one assigned to the Undercover Section of the Special Investigations Bureau and one in the Field Services Division. These two dogs work various times of the day and evening. The proposed third Police dog would also be assigned to the Field Services Division during evening/night hours to better serve street level officers and offer 7 days of coverage to the Field Services Division.

The Police substations receive between 500-700 neighborhood complaints every year from citizens, many of which are centered on suspects selling narcotics. The Police Department has contacted 10 other comparable municipal police departments to inquire about their K-9 units. Every department has a K-9 unit, the largest belonging to the Tulsa Police Department with 12 dogs and the smallest unit in Lincoln, Nebraska with four dogs. The Sedgwick County Sheriff's Department currently has two working dogs assigned to road patrol and they are currently in the process of purchasing another dog to add to their unit.

Financial Considerations: The entire project will be funded through grants and donations, with the exception of one Police fleet vehicle, which will be converted to a K-9 vehicle. The package price for the narcotics detecting and evidence recovery dog and training from Elliot Canine is \$6,000. Police have received donations and have been made

aware of additional grant funding sources to facilitate the purchase, care, and maintenance of the dog; and, the annual training of the handler. These donations and grants are listed below:

1	Milk-Bone	\$5,000
1	Dillons	\$1,500
1	Wichita Kennel Club, Wichita Dog Training Club	\$1,000
1	First Pentecostal Church	\$1,580
1	KT Wiedemann Foundation	\$1,500
1	Big Dog Motorcycles	\$1,000
1	Wichita Veterinary Medical Association	\$1,000
1	Ritchie Corporation	\$ 550
1	Wichita Fence Company	Home kennel
1	Solomon Veterinary Clinic	Veterinary care
1	Bed and Biscuit Pet Center	Dog food

Legal Considerations: The Law Department will review and approve the donation of money and services in support of a K-9 program within Field Services.

Recommendations/Actions: It is recommended that the City Council approve the donation of money and services from entities willing to support a narcotics detection dog assigned to Field Services.

Agenda Item No. 13

City of Wichita
City Council Meeting

May 10, 2005

Agenda Report No. 05-0450

TO: Mayor and City Council

SUBJECT: Grant with the Kansas Department of Transportation (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Apply for Grant and authorize the Mayor to execute the contract with the Kansas Department of Transportation (KDOT).

Background: On May 10, 1999, Governor Bill Graves signed into law House Bill 2071 which provides for a new state Comprehensive Transportation Program (CTP). The CTP

provides funding to address highway, shortline railroad, aviation and public transportation needs over the next ten years.

Under the provision of the CTP, the City of Wichita has been allotted \$1,085,375 for FY 2006 (July 1, 2005 through June 30, 2006) which may be used for capital or operating expenditures.

The KDOT grant application process requires official action by the governing body authorizing the filing of grant applications, execution of approved grants, and receiving funds to administer the grant's Program. The purpose of this action is to authorize the City of Wichita - Wichita Transit to file for eligible State funds in support of the City's Transit services for capital purchases and operations. This action is similar to what the City filed for KDOT's FY 2005 funds last year.

Analysis: The grant will provide for the following:

- Local matching funds requirements towards the purchase of an Advanced Vehicle Locator (AVL) system and
- Continuing KDOT-funded service enhancements, including enhanced midday fixed route operations, associated fuels, operations safety program, and ADA paratransit support.

Financial Considerations: The \$1,085,375 funds will be divided into Operations (\$1,035,375) and Capital (\$50,000) as the local match (20%) for federal capital funding (80%). There are no City funds involved in this project.

Legal Consideration: The City Law Department will review the contract prior to execution as to form.

Recommendations/Actions: It is recommended that the City Council approve the filing for the Grant with KDOT and authorize the Mayor to execute the contract.

Agenda Item No. 14

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0451

TO: Mayor and Members of the City Council

SUBJECT: HUD 2005/2006 One-Year Action Plan

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Close the public hearing and approve the Plan.

Background: The U.S. Department of Housing and Urban Development (HUD) requires submittal of a Five-Year Consolidated Plan with a One-Year Action Plan for the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME) and the Emergency Shelter Grant (ESG) programs. On April 5, 2005, the City Council approved the draft 2005/2006 One Year Action Plan as an amendment to the 2004/2008 Consolidated Plan and authorized the thirty-day public comment period to begin.

Analysis: The City's 2005/2006 One Year Action Plan lists the federal resources available from various grant assistance programs to address priority needs identified in the Consolidated Plan. A description of the activities funded, the geographic location of the activities, and other special needs and activities to be undertaken during the fiscal year are included in the action plan. The 2005/2006 One Year Action Plan covers the period beginning July 1, 2005 and ending June 30, 2006.

Financial Considerations: The 2005/2006 One Year Action Plan totals \$5,878,711. All of the Consolidated Plan funds have been previously allocated by the City Council and committed to approved projects.

Legal Considerations: No comments were received during the thirty-day public comment period. The City has met all federal requirements to submit the final 2005/2006 One Year Action Plan to HUD.

Recommendation/Action: It is recommended that the City Council: (1) close the public comment period and approve the 2004/2008 HUD Consolidated Plan and (2) authorize the necessary signatures and submission of the plan to HUD.

Agenda Item No. 16

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0452

TO: Mayor and Members of the City Council

SUBJECT: HUD Consolidated Plan - Substantial Amendment

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Authorize a 30-day public comment period.

Background: Staff has prepared a substantial amendment to the 2005/2006 One Year Action Plan for the Good Gang project. Good Gang project provides mentoring, tutoring, educational and recreational activities to at risk youth throughout the community.

Analysis: The proposed CDBG substantial amendment is consistent with the City Council's previous action to adopt the 2005/2006 One Year Action Plan. This project is eligible under CFR 570.201(e) as a public service and as a limited clientele activity under CFR 570.208(i)(2)(B).

Financial Considerations: The Good Gang Project will be funded from program income that has been collected since the approval of the 2005/2006 One Year Action Plan. Total CDBG funding in the amount of \$3,000 will be provided to the Good Gang Project for the provision of supplies and staff. Total project costs are \$17,712 with the balance provided from other sources.

Legal Considerations: HUD regulations require that citizens be allowed 30 days to comment on all substantial amendments to the City's Consolidated Plan. All citizen comments received will be presented to the City Council for consideration before the amendment is adopted. HUD must be notified of approved amendments to the Consolidated Plan before they can be implemented.

Recommendation/Action: Authorize a 30-day public comment period and approve the substantial amendments subject to citizen comments received.

Agenda Item No. 17

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0453

TO: Mayor and City Council

SUBJECT: Wichita Supplier Diversity Task Team

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve the policy.

Background: The City Council appointed a 15-member task force to address concerns expressed to the City Council by minority business owners. The task given to the team by the City Council was general in nature – conduct an investigation to determine if allegations of racial discrimination in the City’s purchasing process were valid. The team presented 14 recommendations on March 16, 2004. The report was received and filed. Staff reviewed the 14 recommendations and provided responses to the City Council in May 2004 workshop.

Analysis: The council appointed an on-going task team to review the recommendations and work with staff to provide a combined response to City Council. An Emerging and Disadvantaged Business Enterprise Policy and Procedure Manual was developed by staff and reviewed by the task team. The policy manual sets forth the mission, the vision, and a policy statement for the City of Wichita. The manual also provides guidelines for tracking and reporting requirements, definitions and outreach staff responsibilities.

The Wichita Supplier Diversity Task Team and City staff provided an overview of the policy and milestones for the future at the April 26 workshop. The current task team has agreed to serve through June 2005. Recommendation #12 requests the City Council appoint an on-going team with two-year staggered terms.

Financial Considerations: The task team recommended the addition of a Compliance Officer position within the Purchasing Division of Finance. The position is estimated at \$55,000 in 2006 (including benefits).

Legal Considerations: The Emerging and Disadvantaged Business Enterprise Policy and Procedure Manual has been approved by the Department of Law.

Recommendations/Actions: It is recommended that the City Council approve the Emerging and Disadvantaged Business Enterprise Policy and Procedure Manual, receive and file the Action Plan and authorize the creation of a Compliance Officer position within the next salary ordinance.

Agenda Item No. 18

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0454

TO: Mayor and City Council Members

SUBJECT: CUP2002-00038 (DP67 Amendment #5) and ZON2002-00055 – Extension of time to complete the platting requirement for an amendment to the Northborough

Community Unit Plan and a zone change from “GO” General Office and “MF-18” Multi-Family to “OW” Office Warehouse. Generally located south of 21st Street North and east of Woodlawn. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve extended platting deadline of August 31, 2005.

Background: On January 7, 2003, the City Council approved an amendment to DP-67 Northborough CUP and a zone change from “GO” General Office and “MF-18” Multi-Family to “OW” Office Warehouse on approximately 47 acres generally located south of 21st Street North and east of Woodlawn. Approval of the request was subject to the condition of platting the property within one year. An extension of time to complete platting subsequently was granted by City Council on September 14, 2004, which required the plat to be completed by November 30, 2004. A plat has yet to be submitted, and the extended platting deadline has lapsed. The applicant indicates in the attached letter from their agent that platting the property has been delayed while exploring marketing opportunities and due to changing the company that will prepare the plat. Therefore, the applicant has requested an extended platting deadline of August 31, 2005. Such an extension of time to complete platting requires City Council approval.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP amendment and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP amendment and zone change.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of August 31, 2005.

Agenda Item No. 19

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0455

TO: Mayor and City Council Members

SUBJECT: CUP2002-00039 (DP-263) and ZON2002-00057 –
Extension of time to complete the platting requirement for the Woodborough Commercial Community Unit Plan and a zone change from “SF-5” Single-Family to “LC” Limited Commercial. Generally located south of Rockhill and east of Woodlawn. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve extended platting deadline of August 31, 2005.

Background: On February 4, 2003, the City Council approved the creation of DP-263 Woodborough Commercial CUP and a zone change from “SF-5” Single-Family to “LC” Limited Commercial on approximately seven acres generally located south of Rockhill and east of Woodlawn. Approval of the request was subject to the condition of platting the property within one year. An extension of time to complete platting subsequently was granted by staff on March 4, 2004, which required the plat to be completed by May 4, 2004. A plat of the property was approved by the Planning Commission on March 11, 2004. However, the conditions of platting have yet to be completed, and the extended platting deadline has lapsed. The applicant indicates in the attached letter from their agent that platting the property has been delayed while negotiating with Westar regarding a utility easement and due to changing the company that will finalize the plat. Therefore, the applicant has requested an extended platting deadline of August 31, 2005. Such an extension of time to complete platting requires City Council approval.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of August 31, 2005.

Agenda Item No. 20

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0456

TO: Mayor and City Council Members

SUBJECT: CUP2003-00052 (DP-268) and ZON2003-00050 –
Extension of time to complete the platting requirement for
the Holland Commercial Community Unit Plan and a zone
change from “SF-5” Single-Family and “LC” Limited
Commercial to “GC” General Commercial. Generally
located north of Kellogg and west of Tyler. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve extended platting deadline of August 31, 2005.

Background: On December 16, 2003, the City Council approved the creation of DP-268 Holland Commercial CUP and a zone change from “SF-5” Single-Family and “LC” Limited Commercial to “GC” General Commercial on approximately 12 acres generally located north of Kellogg and west of Tyler. Approval of the request was subject to the condition of platting the property within one year. A plat of the property was submitted, but deferral of any action on the plat was requested by the applicant prior to any hearings on the request. The applicant indicates in the attached letter from their agent that platting the property has been delayed while exploring marketing opportunities for the property, while awaiting completion of the Kellogg overpass at Tyler, and due to changing the company that will finalize the plat. Therefore, the applicant has requested an extended platting deadline of August 31, 2005. Such an extension of time to complete platting requires City Council approval.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of August 31, 2005.

Agenda Item No. 21

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0457

TO: Mayor and City Council Members

SUBJECT: SUB 2004-04 -- Plat of Parker Oil Addition, Located on the West Side of West Street and South of MacArthur Road. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (6-0)

Background: This site, consisting of one lot on five acres, was recently annexed into Wichita's city limits. The site is zoned LI, Limited Industrial District.

Analysis: Municipal services are available to serve the site. Restrictive Covenants have been submitted to provide cross-lot drainage and cross-lot access for the benefit of the property to the north.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within thirty (30) days.

Legal Considerations: The Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat and authorize the necessary signatures.

Agenda Item No. 22

City of Wichita
City Council Meeting
May 10, 2005

Agenda Report No. 05-0458

TO: Wichita Housing Authority Board Members

SUBJECT: Grant Application (ALL Districts)

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority (Consent)

Recommended Action: Approve the application.

Background: The Department of Housing and Urban Development (HUD) has issued a Notice of Funding Availability (NOFA) for the continued funding for the Family Self Sufficiency Program Coordinator position. The NOFA also allows housing authorities to request funding for one additional FSS program coordinator to support homeownership activities for its FSS program participants.

Analysis: The Family Self Sufficiency (FSS) program is a requirement established by HUD several years ago as a condition of receiving additional Section 8 vouchers. The program is voluntary for any given tenant, however, it establishes a considerable incentive for Section 8 tenants to increase their income potential and eventually become independent of public assistance. The FSS coordinator works with the program participants to facilitate the connection with community resources such as job training, which will enable the tenants to reach self-sufficiency. While not a goal prescribed by HUD, numerous FSS participants have entered the Homeownership 80 program and/or the Housing Choice Voucher Homeownership program at the completion of the FSS program and have become homeowners.

Legal Considerations: HUD requires the FSS program.

Financial Considerations: The amount of the application is \$171,200, which would cover the salary and fringe benefits of two family self-sufficiency program coordinators currently employed and one additional coordinator (new position) to support homeownership activities. Since HUD mandates the program, this funding source will enable the housing authority to hire the needed staff to administer the program.

Recommendation/Action: Approve the application and grant award upon receipt and authorize the necessary signatures.